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Hearing Date and Time:
November 29, 2005 at 10:00 a.m.

John T. Gregg
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

)	
In re)	Chapter 11
)	
DELPHI CORPORATION, <i>et al.</i>)	No. 05-44481
)	
Debtors.)	(Jointly Administered)
)	

**JOINDER OF AUTOCAM CORPORATION TO OBJECTION
OF QUASAR INDUSTRIES, INC. TO DEBTORS' SUPPLIER
AGREEMENT ASSUMPTION PROCEDURES MOTION**

Autocam Corporation ("Autocam"), by and through its undersigned counsel, for its Joinder in the Objection of Quasar Industries, Inc. ("Quasar") to Supplier Agreement Assumption Procedure Motion dated November 23, 2005 (the "Objection") and for its Reservation of Rights, states as follows:

1. Autocam is a supplier of component parts to the Debtors.
2. In their Motion for an Order Under 11 U.S.C. §§ 363(b) and 365(a) and Fed. R. Bankr. P. 9019 Approving Procedures to Assume Certain Amended and Restated Sole Source Supplier Agreements (the "Supplier Agreement Assumption Procedures Motion"), the Debtors have requested approval of procedures which would allow the Debtors to negotiate and enter into assumptions of executory supplier agreements without further motions and court orders.

3. Autocam joins with Quasar and hereby objects to the Supplier Agreement Assumption Procedures Motion to the extent it seeks to bind non-debtor contracting parties (the “Suppliers”) to unfavorable assumption agreements without the affirmative and knowing consent of the Suppliers. Autocam incorporates herein the arguments advanced by Quasar in its Objection.

4. Autocam reserves all of its rights vis-a-vis the Debtors and any other entities as permitted by (i) Autocam’s agreements with the Debtors; (ii) the Bankruptcy Code; and (iii) any applicable nonbankruptcy law.

WHEREFORE, Autocam respectfully requests that approval of the Supplier Agreement Assumption Procedures Motion be denied to the extent it seeks to bind Suppliers who do not execute Assumption Agreements, and for such further relief as is just and proper.

Dated: November 27, 2005

BARNES & THORNBURG LLP
Counsel to Autocam Corporation

By: /s/John T. Gregg
John T. Gregg

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